

MCGREGOR COMMUNITY FITNESS CENTER

PO Box 160, McGregor, MN 55760

Membership Agreement

Member # _____

Full Name _____ Date of Birth ____/____/____

Home Address _____ Drivers License # ____ - ____ - ____

City, State, Zip _____ Phone() _____

Employer _____ Work Phone() _____

In case of emergency contact _____ Emergency Number() _____

Emergency Contact _____ Emergency Phone() _____

Membership term is ____ month(s), beginning ____/____/____, expiring ____/____/____

Membership Type: ADULTS: Single \$ ____ Couple \$ ____ Punchcard 6 for \$ ____

STUDENTS: \$ ____ for ____ season

Payment Arrangement: Monthly ____ Six month membership ____ One Year Membership ____
(10% discount) (20% discount)

Membership Price \$ ____ Total Amount Paid \$ ____ Check # ____ Cash ____

WAIVER AND RELEASE OF LIABILITY: In consideration of the McGregor School District, Independent District #4 (hereinafter referred to as the "School District") permitting members and their guests and invitees to utilize the McGregor Community Fitness Center facilities, and with the understanding that the undersigned is under no obligation to join or use this facility but does so of his/her own free will, the member agrees to abide by all of the membership rules of the facility and acknowledges as follows:

WARNING: The undersigned fully understands and acknowledges that there are certain risks and dangers inherent in exercise and strenuous physical activity. Because use of these facilities can involve strenuous physical activity, there is an inherent risk of serious injury, illness or even death. Therefore, each member, guest or invitee who uses this facility is urged to obtain a physical examination from a doctor prior to using the exercise equipment or engaging in the physical exercise activities offered by this facility.

ASSUMPTION OF RISK: In addition, each member, guest or invitee agrees to assume all risk of injury, illness, death, damage or loss by theft in regard to any use of this facility including, but not limited to, the locker room, parking area, sidewalk area, or any equipment in the fitness center or weight room including participation in any activity, class or program offered at the facility.

STATEMENT OF WAIVER AND RELEASE: Each member, guest or invitee on his/her behalf and on behalf of their dependents, heirs and assigns hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the School District and its officers, agents, past and present school board members, and employees, for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my use of the premises. The undersigned specifically understands that he/she is releasing, discharging, and waiving any claims or actions that he/she may have presently or may have in the future for negligent acts, by the School District, or its officers, agents or employees. To the fullest extent permitted by law, the undersigned understands that if an action is brought against the School District or any of its employees, school board members, agents or insurers which in any way arises out of the undersigned's use or occupancy of the premises, the undersigned agrees to defend all actions at his/her expense and will agree to pay all attorneys fees, court costs and other expenses of any kind and character and satisfy a judgement rendered against the School District that may arise from their use.

This waiver and release of liability includes, without limitation, all injuries, illness or death which occur regardless of negligence as a result of: a) use of the exercise equipment, b) the sudden and unforeseen malfunctioning of any equipment, c) instruction of supervision provided by the School District, and d) the undersigneds slipping and/or falling while in the fitness center, or on the School District's premises, including adjacent sidewalks and parking areas.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREES THAT IT IS HIS/HER INTENTION TO EXEMPT AND RELEASE THE SCHOOL DISTRICT FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS ON THE PART OF THE SCHOOL DISTRICT, ITS AGENTS OR EMPLOYEES.

Signature _____ Date ____/____/____ Authorized By _____
(Member, Guest, Invitee)